

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400362

PRINT DATE: 02/20/13

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1522218433

BTI SECURITY

8701 GEORGIA AVENUE

SUITE 804

SILVER SPRING, MD

(301) 562-9201

20910

REFER QUESTIONS TO:

TOLULOPE OLOJO

(410) 767-4605 EXT 9999

TOLULOPE.OLOJO@DGS.STATE.MD.US

ITB: 001IT818938

EXPR DATE: 03/01/16

POST DATE: 02/20/13

DISCOUNT TERMS: .

NET 30 DAY

CONTRACT AMOUNT:

199,925.78

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

ORIGINAL DHR FUNDING

N00 FY13 70200 G0000 0819 \$16,663.25

N00 FY14 70200 G0000 0819 \$ 66,640.91

N00 FY15 70200 G0000 0819 \$ 66,640.91

N00 FY16 70200 G0000 0819 \$ 49,980.69

RETAIN SECTIONS A, B AND C FOR FUTURE REFERENCES

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	99046	LT	199,925.7800

PROVIDE UNARMED UNIFORMED SECURITY GUARD SERVICES TO THE ANNE ARUNDEL COUNTY DEPARTMENT OF SOCIAL SERVICES, LOCATED AT 80 WEST STREET, ANNAPOLIS MARYLAND 21401 BEGINNING MARCH 1, 2013 THROUGH FEBRUARY 28, 2016, IN ACCORDANCE WITH THE TERMS, CONDITIONS, REQUIRED CONTRACT PROVISIONS AND SPECIFICATIONS.

2 GUARDS AT \$15.98/HOUR FOR 12,511 HOURS

TOTAL: \$199,925.78

*** CONTINUED, NEXT PAGE ***

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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END OF ITEM LIST

THE BLANKET PURCHASE ORDER (BPO) ISSUED AS A RESULT OF THE INVITATION TO BID (ITB) AND ANY SUBSEQUENT AMMENDMENTS, MODIFICATIONS OR OPTIONS ISSUED RELEVANT TO THE ITB OR BPO, SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS AND SPECIFICATIONS ISSUED WITH THE ITB AND ARE INCORPORATED IN AND MADE PART OF THE BPO

STATE FEDERAL TAX IDENTIFICATION # 1522218433

106-3907

LICENSE NUMBER

JANUARY 31, 2015

DATE OF EXPIRATION

SBR CERTIFICATE NUMBER SB11-3610

***** LAST PAGE *****

AUTHORIZED BY: _____



BUYER AUTHORIZED DESIGNEE

DATE: 02/20/13

SPECIFICATION C
ITB number 001IT818938
Guard Service - Anne Arundel County Department of Social Services
0% Minority Business Enterprise (MBE) Goal and Small Business Reserve Procurement Only

1. GENERAL INFORMATION

- 1.1 This ITB has been issued by:

Tolulope Olojo, Procurement Officer
Maryland Department of General Services
Email – Tolulope.Olojo@dgs.state.md.us

All communications regarding this solicitation are to be made solely through the Procurement Officer or his/her designee.

- 1.2 This ITB is to be read and construed as a whole.

- 1.3 Prospective Bidders who have received this document from a source other than eMaryland Marketplace www.emarylandmarketplace.com or from the Procurement Officer should immediately contact the Procurement Officer and provide their name and mailing address so that any changes or additional materials related to this ITB can be sent to them.

- 1.4 Bidders agree to comply with each and every section, subsection and addendum of this solicitation. Failure to comply will result in the rejection of the Bid. **Bidders shall not change or alter any Attachment or alter any other State attachments or the Bid will be rejected.**

- 1.5 Each Bidder is responsible for fully reading and understanding the terms and conditions of this ITB. Any Bidder finding any discrepancy in or omission from the ITB, or who is in doubt as to the meaning of any provision of this ITB, must direct questions or requests for clarification in writing to the Procurement Officer at the earliest possible time.

- 1.6 In the event it becomes necessary to revise any part of the ITB, or if any additional information is required to enable potential offers to interpret the provisions of the ITB, an amendment will be issued by DGS and posted on eMaryland Marketplace.
PROSPECTIVE BIDDERS SHOULD REVIEW EMARYLAND MARKETPLACE PERIODICALLY TO DETERMINE WHETHER OR NOT DGS HAS ISSUED AN AMENDMENT TO THIS ITB. DGS is not responsible for notifying Bidders of amendments to the ITB other than by posting amendments on eMaryland Marketplace.

- 1.7 Small and Minority Business Enterprises are encouraged to respond to this solicitation.

2. BACKGROUND

The Anne Arundel County Department of Social Services (AACDSS) is a local unit of the State of Maryland, Department of Human Resources (DHR). The AACDSS is located at 80 West Street, Annapolis, MD 21401 (the Westgate Building). The facility serves as an administrative headquarters for the Agency. The building is a privately owned, three (3) story structure of approximately 61,300 square feet and exclusively occupied by AACDSS. The property has a front courtyard, sidewalk and no loading dock. Approximately 200+ employees and registered volunteers work in the non-smoking facility.

The designated Contractor Monitor is Mark Riley, AACDSS Facilities Administrator.

3. SCOPE OF WORK

- 3.1 The contractor shall provide the necessary uniformed unarmed security guards along with training, equipment, insurance, and expertise to cover the security guard assignments as required by AACDS, with methods and conditions hereinafter specified
- 3.2 Security services shall be provided on State work days, beginning one (1) hour before the opening hour and two hours after closing hours (except Fridays, see Section 5.1). Additionally, evenings may be necessary depending on building usage.
- 3.3 These services shall be provided in an orderly, continuous and consistent manner, to support the effective delivery of services to customers, and cause minimum amount of disruption to agency operations.
- 3.4 Direct public access exists to several customer service areas located on the street level/first floor. Visitors desiring access to restricted offices and meeting room areas located on the 2nd and 3rd floors shall report to the guard station and be issued a visitors pass. Visitors shall be directed to wait in a designated area, and be escorted by either an employee or a guard to his/her pre-determined destination. Guards occasionally perform duties associated with building evacuation.
- 3.5 Internal changes that do not exceed the scope of this contract may be made, but only with the approval of the AACDSS Assistant Director for Administration, or Director. Any proposal for additional services that do exceed the scope of the contract may not be performed without written authorization from the AACDSS Assistant Director for Administration, or AACDSS Director.

4. TERM OF CONTRACT

The term of the contract will be for a period of three (3) years, beginning **April 1, 2013** through **March 31, 2016**, with the option to renew for two 1 year terms.

5. PRE BID CONFERENCE

A Pre Bid Conference (Conference) will be held on **Thursday, November 19, 2011** beginning at **1:00 pm.**, at the Anne Arundel County Department of Social Services, 80 West Street, Annapolis Maryland. The Security Guard Pre-Bid Conference will be held in Room 306. There is metered parking on the street and garage parking both behind and across the street from the building. Attendance at the conference is not mandatory, but all interested bidders are encouraged to attend in order to gain the best possible understanding of the ITB and to facilitate the Bidder's overall understanding and better preparation of their bids.

- 5.1 At the scheduled pre bid conference and site visits, each bidder will be permitted to examine the building, familiarize themselves with the full nature and extent of the work and obtain answers to questions or clarifications of the contract.
- 5.2 It is the sole responsibility of the Contractor to familiarize themselves fully with the building and the contents of these specifications. Failure to attend the pre bid conference or site visits does not relieve the successful bidder from their obligations to comply with all aspects of this bid package for the amount specified in their bid.

- 5.3 **As part of a responsibility determination, bidders may be required to schedule site visits with the contact person identified in this solicitation to inspect specific conditions at the facility in detail to ascertain that their bid price represents the scope of work identified in this solicitation.**
- 5.4 As promptly as feasible after the Conference, a written summary of the Conference and all questions and answers known at the time will be distributed electronically via eMaryland Marketplace at www.emarylandmarketplace.com to all prospective bidders known to have received a hard copy of this IFB.
- 5.5 The last day to submit questions for this ITB will be November.
- 5.6 To schedule an alternate date on which to view the site, please contact Mark Riley at (410) 269-4656.

6. OPERATING HOURS

- 6.1 Standard operating hours of AACDSS are Monday through Friday, 8:00 a.m. to 5:00 p.m. Continuous security guard service shall be provided from one (1) hour before building opening hour (7:00 a.m.) until two hours after building closing hour (until 7:00 p.m. Monday through Thursday, except for Friday until 6:00 p.m.).

Two (2) full time guards:

First shift:

Lobby Area, Building: 7:00 a.m. to 3:30 p.m. (Monday through Friday)
12:00 p.m. to 12:30 p.m. (unpaid break)

Second shift:

Lobby Area, Building: 10:30 a.m. to 7:00 p.m. (Monday through Thursday)
9:30 a.m. to 6:00 p.m. (Friday)
2:00 p.m. to 2:30 p.m. (unpaid break)

- 6.2 An assigned guard's schedule including break shall not be modified without the prior knowledge and approval of the Contract Monitor or his/her designee. Occasionally, evening guard coverage is needed after 7:00 p.m., the Contract Monitor or his/her designee shall notify the second shift guard within one hour of shift start time and the second shift-starting hour shall be adjusted to accommodate the extended hours to insure an 8 hour shift.
- 6.3 All guards shall report for duty and begin their shift operation at the time specified and shall remain on duty until properly relieved. Nothing in the contract shall authorize the guard to leave their post until properly relieved.
- 6.4 It shall be understood by both parties that personnel performing guard duties must be mentally and physically alert at all times. No guard shall be assigned to perform guard duty under this contract that has worked in excess of sixteen (16) hours in a twenty-four (24) hour working day.

7. STATE HOLIDAYS

- 6.3 State holidays, which will be observed by AACDSS and the Contractor, include:

New Year's Day Martin Luther King Jr., Day President's Day

Memorial Day	Independence Day	Labor Day
Columbus Day	Veteran's Day	Thanksgiving Day
American Indian Heritage Day		Christmas Day

Additional holidays will be observed as may be authorized by the Governor of Maryland. Official general Election holidays will also be observed.

Publicly announced emergency days off (including full or part days), such as inclement weather, as declared by the Governor, County authorities or other duly responsible authorities, will be observed by AACDSS. In the event that AACDSS is closed or closes due to public announced emergency, the guards will not be required to report for duty and/or continue their respective shift after the building is completely closed and secured. Guards shall be paid at his/her standard hourly rate due to closures due to public announced emergencies.

8. QUALIFICATONS OF BIDDERS

- 8.1 Prior to submitting a bid for the work described by this solicitation, the bidder shall have at least five (5) years of successful experience providing services of comparable type, scope complexity and magnitude of services described in the solicitation. References must be for services provided within the past three (3) consecutive years. The experience of company officials gained prior to the formation of the company, corporation or other business entity may be considered in the evaluation when evaluating responsibility. Each reference must include the following:
 - 8.1.1 Name, Address, phone number and contact person.
 - 8.1.2 Name and location of reference.
 - 8.1.3 Term of contract.
 - 8.1.4 Size and type of facility.
 - 8.1.5 Type and complexity of services provided.
 - 8.1.6 Amount of security personnel.
 - 8.1.7 Coverage provided and number of shifts (24/7/365).
 - 8.1.8 Letters of testament are optional.
- 8.2 The three (3) complete and consecutive years required in 8.1 above must have been immediately prior to bidding this contract.
- 8.3 All bidders shall be licensed security guard agencies in the State of Maryland.
- 8.4 Failure to provide any of the above information or documentation may result in your bid being determined non-responsible.

9. STANDARDS AND QUALIFICATIONS OF GUARDS

- 9.1 The Contractor shall ensure that each security guard assigned to this State facility shall meet the following minimum qualifications.
 - 9.1.1 Each guard shall be a US citizen or registered resident alien and shall be a minimum of twenty-five (25) years of age (*age requirement may be waived for veterans of verified military service*);

- 9.1.2 Each guard shall possess a High School diploma or equivalency certificate, with a minimum of two (2) years experience in security enforcement work *(may be waived for veterans with verifiable military service)*
- 9.1.3 Each guard shall have the ability to speak, read, and write English in a clear and concise manner and have the ability to apply and understand printed rules, directions, detailed orders, training materials and must be able to fill-out any paper work as required by the Building Manager or his/her designee.
- 9.1.4 Each guard shall have no record of criminal convictions or be on criminal probation.
- 9.1.5 All guards shall pass the back ground check by AACDSS. Background checks are required for all security guards assigned to AACDSS. In order to allow the Contractor sufficient opportunity to obtain Maryland State Police NCIC and FBI criminal background checks, proposed guards will be allowed to work on-site for up to ninety (90) days pending satisfactory receipt of the background check.
- 9.1.6 Each guard shall be in good general health without obvious physical impairments or abnormalities that may interfere in the performance of his/her duties.
- 9.1.7 Each guard shall be able to stand and/or walk for an entire shift, run, climb stairs or ladders, be capable of self defense and be able to lift/carry objects weighing up to fifty (50) pounds.
- 9.1.8 Each guard shall be able to maintain poise, self control and have the ability to meet and deal positively and courteously with the general public.
- 9.1.9 Each assigned guard shall complete training consistent with that outlined under Section 10, TRAINING, of this specification.
- 9.2 The Agency shall require that the Contractor immediately remove any guard from the worksite who does not meet the qualifications of the contract or who is found to be unfit for security duty.
- 9.3 The Contractor shall submit a list of Contractors management employees who may visit the facility, prior to the start of the contract. Subsequently, that list shall be revised within. The Contractor shall submit a list of Contractor's management employees who may visit AACDSS prior to contract implementation. Subsequently, that list shall be revised within one week of any changes in the contractor's management employees who have any responsibility for this contact.
- 9.4 The Contractor shall provide copies of the following to the AACDSS Contract Manager or his/her designee at the time of the guard assignment and to the Procurement Officer/Representative when requested:
 - 9.4.1 A copy of the Contractors Maryland License;
 - 9.4.2 The type of background investigation conducted prior to hiring of guard(s), to include a listing of all records and areas of investigation;
 - 9.4.3 Fingerprint reports from State and Federal Authorities;
 - 9.4.4 Completed guard employment application and clearance authorization card;

- 9.4.5 Signed waivers and/or releases are necessary for the Contractor to legally provide this information and are the responsibility of the Contractor;
- 9.5 Each guard provided under this contract shall be either: (1) certified as a security guard by the Secretary of the State Police; or (2) meet one of the exceptions to security guard certification under Maryland law.
- 9.5.1 A copy of the guard license for the State of Maryland; MD BUSINESS OCCUPATIONS AND PROFESSIONS, ANNOTATED CODE OF MARYLAND TITLE 19. SECURITY GUARD AGENCIES AND SECURITY GUARD CERTIFICATION, SUBTITLE 4. CERTIFICATION OF SECURITY GUARDS
- 9.5.1.1 A licensed security guard agency may provide an individual for hire as a security guard only if the individual is certified by the Secretary of State Police as a security guard.
- 9.5.1.2 Exceptions. A licensed security guard agency may provide an uncertified individual for hire as a security guard if:
- 9.5.1.3 The security guard agency has submitted to the Secretary of State Police the application of the individual for certification as a security guard, fingerprint cards, and records fee as required under § 19-402 (b) of the Annotated Code; and
- 9.5.1.4 The Secretary of State Police has not disapproved the application; or
- 9.5.1.5 The individual has obtained and currently possesses certification by the Maryland Police and Corrections Training Commission as a police officer.

Failure to provide any of the above information or documentation may result in your bid being determined non-responsive.

10. TRAINING

- 10.1 Adequate training for security guards must be assured.

Each guard shall be required to attend eight (8) hours of complete training.

In general, each guard shall meet the following training requirements, and the Contractor must submit to the designated contract Monitor or his/her designee, written evidence that each employee assigned to AACDSS has been trained as specified in this section.

- 10.1.1 The following are responsibilities of AACDSS through the designated Contract Monitor or his/her designee and the contractor:
- 10.1.1.1 The AACDSS Contract Monitor or his/her designee shall provide an initial orientation to the Department. The orientation shall include:
- a. Tour of the facility, elevator operation
 - b. Fire and safety equipment;
 - c. Maintenance equipment;
 - d. Fire alarm system;

- e. Security system;
 - f. Emergency procedures and risk management plan;
 - g. Use of incident report, visitors passes and log;
 - h. Review of organization and mission of AACDSS;
 - i. Post assignments (guard location);
 - j. Response procedures to emergencies, fire alarms, injured or sick person(s), bomb threats, police assistance, or other disasters;
 - k. Orientation to AACDSS programs.
 - l. Deliveries to mailroom/Receiving Unit procedures
- 10.2 The Contractor shall present a minimum of eight (8) hours of training on the following subjects (or an acceptable alternative curriculum, previously agreed to by the Contract Monitor or his designee), and shall give a test. Only those achieving 70% or better shall be assigned to work under this contract.
- 10.3 The Contractor shall be responsible to arrange and provide for all necessary or required job-related training, and training facilities, on an ongoing and consistent basis, for the term of the contract, at no additional cost to AACDSS.
- 10.4 The training curriculum submitted to the Contract Monitor or his/her designee and approved by AACDSS prior to the training. This training should at a minimum include the following subjects:
- 10.4.1 Appearance and Personal Conduct on Duty;
 - 10.4.2 Authority Limits, Incident Handling and safety procedures;
 - 10.4.3 Bomb Threat Procedures and evacuation;
 - 10.4.4 Building Tour, Access Control and Rounds;
 - 10.4.5 Communication – Telephone/Two way radio etc. Techniques;
 - 10.4.6 Elevators, Proximity Doors, and Alarms;
 - 10.4.7 Fire and Safety Equipment;
 - 10.4.8 Found Property Procedures;
 - 10.4.9 Serious Illness or Injury of Visitor;
 - 10.4.10 Legal Restriction on Search and Seizure
 - 10.4.11 Log Reports and Incident Forms Preparation;
 - 10.4.12 Observation, Interviewing and Intervention and/or Escort Techniques;
 - 10.4.13 Policy, Protocol and Procedures.
- 10.5 The Contractor shall submit the training outline to the Contract Monitor or his/her designee at least ten (10) workdays prior to the starting date and time for training. This outline shall include date, time and location for classes to be held. AACDSS, through the Contract Monitor or his/her designee, may raise questions or request changes up to one (1) workday/twenty-four (24) hours prior to that starting date and time.
- 10.6 All formal training required shall be administered by persons who are certified as being qualified to instruct the specific subject or topic required. Certification to instruct the specific subject shall be in the form of a certificate issued by an accredited institution, or by documentation that the person instructing has sufficient experience in/with the subject to be able to instruct in an authoritative, practical and current manner.
- 10.7 Report of training completion and score of the test given must be in the form of a written report upon the completion of all required training, and shall be submitted

by the Contractor to the /her or his designee within seven (7) working days after completion of training.

10.8 All replacement guards shall meet the same training requirements, and the Contractor shall be responsible to train new and replacement employees in the areas required. The Contractor shall have thirty (30) days to complete this training after hiring of replacement guards, and must notify the Contract Monitor or his/her designee in writing when training is completed.

10.9 The Contract Monitor or his/her designee is authorized to inspect, monitor and evaluate the conduct of all training procedures.

11. GUARD DUTIES

11.1 Guard duties to be provided are as specified below:

11.2 Guard premises against fire, theft, pilferage, malicious injury, damage and destruction.

11.3. Make building rounds to check for fires, unauthorized persons, mechanical system alarms, secured doors, unnecessary lights and other things as specified by the Contract Monitor or his/her designee.

11.4 Permit only authorized persons to enter AACDSS premises (excluding various customer service centers on the first floor, which permit direct public access).

11.5 Report in writing any unusual occurrences and/or incidents that happen during the course of duty by way of an incident report.

11.6 Assure no unauthorized person is in the building at the beginning of the shift and prior to close of shift.

11.7 Control access in restricted office and safety areas.

11.8 Provide assistance to individuals looking for centers or specific services.

11.9 Escort visitors to meeting rooms.

11.10 Participate in scheduled disaster and fire drills.

11.11 Prevent pilferage and vandalism to property and assure no unattended, unidentified packages are left in the lobby or public restrooms.

11.12 In absence of the Contract Monitor, his/her designee, or Assistant Director for Administration, the guard shall notify the Anne Arundel County Police Department in case of theft, vandalism or unauthorized entry. All such contact must be reported in writing to the Assistant Director for Administration.

11.13 Direct service workers, delivery persons and others to the correct entry and procedures.

11.14 If, and when necessary, inform all employees, customers and visitors of the State's no smoking regulations, as per the Governor's Executive Order of 1992.

11.15 Request identification from any person on the second or third floor, who is not visually displaying a State of Maryland ID badge, AACDSS ID badge or an AACDSSS visitor

badge. Visitors are required to conspicuously display such temporary badges while on the premises. Visitors are expected to check out with guard upon departure from the building.

- 11.16 Notify individual and/or unit of the visitor's arrival; and request the visitor be escorted to a pre-determined destination. Occasionally a guard may escort visitors to third floor meeting rooms.
- 11.17 Monitor excessive loitering and/or food and beverage consumption in the lobby area. The general public may remain if seated and undisturbed, for an indefinite period of time and if his/her conduct is not offensive and does not inhibit movement of staff and other visitors in entry or access to the Customer Service Center or lobby.
- 11.18 Monitor the security panel to determine where the panic alarm has been activated and take appropriate action as outlined in ACDSS standard operating procedures.
- 11.19 Monitor the metal detector and take prescribed action as outlined in ACDSS standard operating procedures.
- 11.20 Lock the street level, side "employee only" door at 7:00 p.m. (6:00 p.m. on Friday). Verify that the front lobby double glass doors automatically lock at 7:00 p.m. (6:00 on Friday). The building is then considered secure for the individuals participating in after hour activities within the customer services centers. If the front lobby doors fail to lock, the guard must phone the Westgate Building property management office (410-268-6699) to alert it of the problem and then must chain the doors before leaving the building.
- 11.21 Lock one (1) of two (2) elevators on the first floor at 5:00 p.m. and remain in the lobby to monitor use of the second elevator (limit use to staff exiting the building). At 5:30 p.m., bring the second elevator to the first floor and lock it. After 5:30 p.m., if either elevator is relocated to the second or third floor, again return it to the first floor and lock the elevator.
- 11.22 Report promptly any incidence of a malfunctioning elevator(s) directly to the Contract Monitor or his/her designee. If one or both units are taken out of service for repair, the guard shall:
 - 11.22.1. Lock the elevator on the first floor.
 - 11.22.2 Post a legible, printed 'out of service' notice on the exterior door(s).
 - 11.22.3 Place yellow tape across the elevator entrance.
 - 11.22.4 Prohibit use until repairs are secured and guard is notified elevator(s) are restored to proper operating order.
- 11.23 Complete accurately a weekly time sheet and submit it to the Contractor Monitor or his designee, who is responsible for reviewing, initialing approval of work hour entries and faxing the document in a timely manner to the designated Contractor's Manager.

12. GUARD EQUIPMENT

Equipment as specified below is to be issued and paid for by the contractor, for all guards while on duty:

- 12.1 Flashlight and all replacement batteries;
- 12.2 Whistles

12.3 Two-Way Radios

12.4 Other equipment as may be agreed upon as part of the terms of this contract by the Contractor and the Agency.

13. RULES, REGULATIONS AND PROCEDURES FOR GUARDS

13.1 Rules, regulations and procedures that are to be followed by the Contractors employees (guards) are specified hereafter:

13.1.1 Guards shall sign-in upon arrival at the designated work area, and sign out at the conclusion of his/her shift.

13.1.2 Guards shall inform visitors that soliciting on State property is prohibited.

13.1.3 Guards shall inform adult visitors that children are not permitted to run around the building or customer waiting area, for safety reasons.

13.1.4 Guards shall not under no circumstances escort any person(s) through a secure door, if he/she exhibits threatening (oral and/or physical) behavior.

13.1.5 Guards shall not at any time while on duty leave AACDSS unattended. The Contract Monitor or his/her designee shall be notified if urgent circumstances require a guard to leave the duty post before a replacement has arrived.

13.1.6 Guards shall not accept any envelopes, packages or Procurement bid responses. Specific delivery procedures to the mailroom, Receiving Unit or Community Resource Center, Suite "A" for bid response are fully explained in the on-site guard training.

13.1.7 Guards shall not delay or neglect to report any incident immediately to the AACDSS Contract Monitor or his/her designee.

13.1.8 Guards shall not bring their child (ren) to work with them nor have personal visitors during his/her shift.

13.1.9 Guards shall not permit persons to congregate or sit at the guard station, or assume any responsibility for personal property, children/adult companions of visitors or AACDSS staff.

13.1.10 Guards shall not make any detention of individuals and shall not use force except to defend themselves or others when in immediate danger.

13.1.11 Guards shall not carry any weapons, such as knives, firearms or mace.

13.1.12 Guards shall not make verbal or written statements regarding incidents, situations or circumstances or violate confidential matters at the AACDSS facility without the express approval of the Assistant Director for Administration or his designee.

13.1.13 Guards shall not engage in any unauthorized investigation or detective work.

13.1.14 Guard shall not surrender keys to any unauthorized individual without the prior approval of the Contract Monitor or his/her designee.

- 13.1.15 Guards shall not disclose PIN, elevator codes, door cipher codes, or other such security codes of AACDSS.
- 13.1.16 Guards shall not remove logbook, keys, supplies, furniture or equipment from AACDSS.
- 13.1.17 Guards shall not smoke, eat or drink alcoholic beverages while on duty.
- 13.1.18 Guards shall not turn equipment on or off except as authorized. Prior to closing, guards are expected to turn off any coffee makers, hot plates, or heaters.
- 13.1.19 Guards shall not confiscate any money, or other valuables inadvertently left in AACDSS.
- 13.1.20 Guards shall not be verbally disrespectful at any time to staff or visitors to the building. Effective customer service is essential.
- 13.1.21 Guards shall not confiscate money and/or valuables or ID badges inadvertently left in offices, restrooms or accidentally dropped in a hallway or the lobby area. Without exception, all 'found' items are to be brought to the Personnel Unit or (if after normal business hours) secured with the security logbook until 8:00 a.m.
- 13.1.22 Guards shall not render first aid treatment to any visitor, employee or registered volunteer, and shall notify the AACDSS contract Monitor or his/her designee of an observed serious illness or injury.
- 13.1.23 Guards shall not permit staff, assigned students or registered volunteers to burn candles incense or other flammable substances.

14. GUARD LOGS

- 14.1 Guard shall exclusively use consecutively identified dated logbooks. The Contractor shall provide a bound ledger logbook for all daily shift entries of all activities and special notices. The logbook format must meet the approval of the Agency. This logbook is to be reviewed weekly by the AACDSS and initialed by Contract Monitor or his/her designee.
- 14.2 A weekly review phone call will be scheduled between the AACDSS Contract Monitor and the Contract Manager at an agreed upon day of the week and time.
- 14.3 All guards shall sign in and out, in the logbook. At the beginning of each shift, all guards shall prepare the guard's log by assigning that day's date in the upper right hand corner of the page. The guard on duty on that shift shall then print his/her name followed by his/her signature in the appropriate space.
- 14.4 All entries in the guard's log shall be printed or written legibly. Any falsification of information written or printed in the log shall be grounds for denying payment to the Contractor for all shifts containing false entries.
- 14.5 All incidents shall be reported in this log.

- 14.6 At the conclusion of each shift, guards shall leave the log for review by the AACDSS Contract Monitor or his/her designee, who will then bring all logs and reports to meetings scheduled with the assistant Director for Administration or his designee.

15. GUARD UNIFORMS

- 15.1 Standardized dress code for guards is defined below. Guard clothing is to be provided by the Contractor. AACDSS will provide name tags for the guards. Guards shall arrive ready for duty and completely outfitted. The outfit shall include:
- 15.1.2 A uniform dress shirt with a security company identification patch or crest on the upper sleeve.
 - 15.1.3 Appropriate uniform tie.
 - 15.1.4 Coordinated uniform trousers or dress skirt.
 - 15.1.5 Black shoes (uniform style, non-recreational with no logos).
 - 15.1.6 Appropriate jacket, hat and rain gear as the season and weather dictates.
 - 15.1.7 Contractor's identification badge and shield visually displayed on the shirt at all times.
 - 15.1.8 All uniforms shall comply with OSHA, MOSHA and other local, state and federal statutes and requirements.

16. GUARD APPEARANCE

- 16.1 The guard appearance and presentation must be in keeping with the assignment to a State Agency facility.
- 16.2 Guards shall be clean and properly groomed, with an acceptable haircut, similar to police department standards, with any facial hair neatly trimmed.
- 16.3 Uniforms shall fit properly, and be clean and pressed. Name tags shall be worn on the outer garment, and be easily visible.
- 16.4 Shoes shall be in good repair, and be polished.

17. ASSIGNMENT OF GUARDS

- 17.1 Assignment of guards
- 17.2 The Contractor is encouraged to assign the same employees to the same shift on the same days of the week. This is to ensure these employees become totally familiar with all phases of the assigned responsibility and that AACDSS staff becomes familiar with them.
- 17.3 Replacement guards shall have prior clearance and be trained in all aspects of required duties, as specified in Section 9 (Standards and Qualifications of Guards).
- 17.4 Guard service supervisors shall be expected to work a post until a replacement guard can report. Guards and-or supervisors shall not leave their post until properly relieved of their duties.

- 17.5 The Contractor shall agree that upon request of the Director or Assistant Director for Administration, to remove an employee who, in the opinion of AACDSS, is undesirable to perform guard service under this contract and to furnish qualified replacement guards immediately. Failure to replace the guard within two (2) hours of the request shall be grounds for denying payment to the Contractor for the period in question.
- 17.6 The Contractor shall at no time furnish guards who have not met, or will not meet within thirty (30) days, the minimum qualifications and training as required by the contract, including those who have been interviewed and cleared through the Assistant Director for Administration.
- 17.8 All guards shall be punctual and have a good attendance record. Guards who have a record of unauthorized absences shall not be allowed to continue to work under this contract at AACDSS.
- 17.9 The Contractor shall assign guards who meet the minimum standards and qualifications set forth in Section 9 (Standards and Qualifications of Guards). If the Contract Monitor or his/her designee determines an assigned guard is unsatisfactory or if a guard is absent, the Contractor shall provide a replacement guard (or provide complete shift coverage by a Contractor's designated Manager until such time as the Contractor is able to provide a qualified replacement guard, satisfactory to AACDSS, as determined by the Contract Monitor or his/her designee.
- 17.10 The Contract Monitor or his/her designee may deem an assigned guard unsatisfactory for any one or a combination of the following factors: abnormalities or physical impairment which inhibits or prevents performance of guard duties, lack of punctuality or regular attendance, abandonment of guard station, observed lack of awareness or attention to a potential security risk, personal and/or congregating visitors at the guard station, personal phone calls made while at the security desk, negligent in assigned duties, inappropriate appearance while on duty and disrespectful to visitors, AACDSS staff or registered volunteers.
- 17.11 The Contract Monitor or his/her designee shall verbally discuss specific security issues with the Contractor's designated Manager or his/her designee. If a particular guard assignment is deemed to jeopardize the security and/or safety of staff and visitors, the Contract Monitor shall verbally notify the Contractor's designated Contract Manager, and request an immediate guard replacement. The conversation with the Contractor's designated Manager shall be followed up by a letter, which confirms the discussion. Failure of the Contractor to acknowledge the significance of the request and take action to assign a replacement security guard shall be documented in the AACDSS Contract Monitoring Report. The Contractor's non-compliance of contract specification shall also be reported in writing to the Department of General Services.

18. ARRESTS AND COMPLAINTS

Guards shall make no arrest or detention without the express consent or written instruction of the AACDSS Director, the Assistant Director for Administration or his/her designee. Guards shall not sign a complaint on behalf of any State agency or Agency employee. Any request by Local, State or Federal government authorities to sign a complaint, must be referred to AACDSS Director, the Assistant Director for Administration or his/her designee. Guards shall not request the towing of any vehicle without consent from the Assistant Director for Administration or his representative.

19. HIRING AGREEMENT

By submitting a bid or proposal in response to this solicitation, the bidder/offeror agrees to execute and comply with the enclosed Maryland Department of Human Resources (DHR) Hiring Agreement. The Hiring Agreement is to be executed by the Bidder/Offeror and delivered to the Procurement Officer within ten days following receipt of Notice by the Bidder/Offeror that it is being recommended for contract award. The Hiring Agreement will become effective concurrently with the award of the contract.

The Hiring Agreement provides that the contractor and DHR will work cooperatively to promote hiring by the contractor of qualified entry level Maryland Temporary Cash Assistance customers to fill entry level job openings resulting from this procurement, in accordance with 13-224, State Finance and Procurement Article.

20. LIVING WAGE REQUIREMENTS

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's wage requirement is contained in this solicitation (see **Attachment Q**). If the Bidder fails to submit and complete the required documentation under State law, the State may determine a Bidder to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$12.91 per hour, if State contract services valued at 50% or more of the total value of the contract is performed in the Tier 1 Area. If State contract services valued at 50% or more of the total value is performed in the Tier 2 Area, a Bidder shall pay each covered employee at least \$9.70 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation has been deemed to be a Tier 1 contract.
However, this contract requires the guards be paid above the Living Wage (see Section 18)

*****See the LIVING WAGE attachments to this solicitation*****

*****Read the LIVING WAGE attachments thoroughly and retain for future reference*****

21. PAYMENT TO CONTRACTOR

21.1 AACDSS Finance Unit shall make payment upon verification of satisfactory performance and accuracy of the invoice as determined by the Contract Monitor or his/her designee. There shall be an equitable adjustment of any service charges to fairly reflect services performed fully in accordance with the specifications.

21.2 By the 15th day of each month, the Contractor shall submit an original invoice for all work performed for the prior calendar month. The Contractor shall submit every invoice directly to:

Accounts Payable
Anne Arundel County Department of Social Services
80 West Street
Annapolis, MD 21401

All invoices shall be signed and dated in addition to including the vendor's mailing address, federal tax identification number, the AACDSS contract control number, the services provided, the time period covered by the invoice, and the amount of requested payment.

- 21.3 If the Contract Monitor or his/her designee determines it is necessary to request that State personnel provide security for any amount of time for which a Contractor's assigned guard was absent, AACDSS reserves the right to refuse payment for that period of time the Contractor failed to provide service. AACDSS shall also hold the Contractor liable for any wages paid to the State personnel to perform security duties required of the Contractor.

21.3.1 Adjustment of Charges

- a) Upon the occurrence of any of the acts of omission listed below, or elsewhere in the specifications, there shall be an equitable adjustment of the Contractor's guard service charges to fairly reflect the reduced value of its services.
- b) For any guards working at this site that have not been properly trained in advance of Assignment, tier time shall be reduced from the total number of hours worked.
- c) Failure to maintain complete records of all hours of each guard assigned to the facility Engaged in working for which payment is computed on the basis of actual hours worked.
- d) Failure to maintain complete records, reports and logs of events occurring on each assigned post for each tour of duty.
- e) Falsification of any entries in the guard log by the Contractor's personnel.
- f) Improper or incomplete dress of guard.
- g) Failure of conducting a proper background investigation of all guards assigned to the Agency, including educational requirement.
- h) The State having to utilize State personnel to provide security when the Contractor fails to do so under the provisions of this contract.
- i) The Contractor fails to adequately train extra or replacement guards as specified by the specification.
- j) Guard asleep on post or excessive telephone misuse.
 - 1. Failure to maintain a complete log book, and/or accurate incident reports on each shift.

2. Falsification of any entries in the guard log book and/or incident report
3. Failure of the contractor to conduct a proper criminal background investigation prior to guard assignment at AACDSS.
4. Failure of guard to remain alert and/or observed sleeping at guard station or guard's physical impairment and inability to make security rounds as required.

k) Payment will be made based on actual hours worked at the contractual hourly rate.

22. STATE'S RIGHTS

22.1 Nothing in these conditions shall be deemed to limit the State's right or remedies in the event the State's actual damage exceeds the amount withheld from billing. The State's failure, at any time, to require performance of the provisions shall in no way affect the State's rights to enforce it for subsequent occurrences.

22.2 Penalty for failure to provide guards: If the AACDSS Director, the Assistant Director for Administration or his/her designee find it necessary to assign State personnel to provide security for any amount of time for which the Contractor was responsible under this contract, the Agency reserves the right to refuse payment for the period of time the Contractor failed to provide services, and the Contractor shall be liable for any wages to be deducted at the salary of the employee performing the work.

23. STATE SUPPLIED SERVICES AND FACILITIES

AACDSS will make available to the security guards, based on duty requirements, appropriate working areas, photocopying services (upon request through the Office Operations Manager), and a controlled amount of office supplies (pens, pencils, and other justifiable office supplies.) Parking spaces will be available, but will not be assigned.

The Westgate Building has no adjacent parking lot. Parking is available in the designated Maryland State employee's area at the Naval stadium lot on Rowe Boulevard, Annapolis. A \$15.00 parking permit fee is required to park at this lot, and a free shuttle service is provided to within approximately two (2) blocks of AACDSS. Two (2) public parking garages (Whitmore and Gott) are within one (1) block of AACDSS. Two additional public parking garages are within walking distance. All parking lot fees, public garage charges and street meter fees incurred are the financial responsibility of the Contractor's employee and are not reimbursable by AACDSS.

24. CONTRACTOR'S PROJECT MANAGER

The Contractor shall provide the name and telephone number of a "project manager" who shall serve as their representative and shall be the primary contact with AACDSS. This person shall be available during normal business hours and at other times in case of emergency, to make all necessary arrangements for guard services.

24.1 Daily, the Contractor's delegated Manager must:

1. Remain available for consultation with the AACDSS Contract Monitor or his/her designee between the hours of 8:00 a.m. – 5:00 p.m.

24.2 Quarterly, the Contractor's delegated Manager shall:

23.2.1 Schedule appointment and carry out an on-site visit with the AACDSS Contract Monitor or his/her designee. The purpose of this visit is to:

- a) Tour the 80 West Street, Annapolis facility
- b) Review current AACDSS security procedures, and
- c) Discuss and/or make recommendations regarding security methodology, techniques and post assignments.

25. DHR CONTRACT ADMINISTRATOR:

The DHR Contract Administrator for this project is Michael Hofmann, DHR Police Chief. The DHR Contract Administrator will work directly with the Contractor; and will also monitor the vendor's performance under this Contract. The DHR Contract Administrator will coordinate with the Anne Arundel County Department of Social Services Contract Monitor on the assignment and supervision of guards assigned under this Contract.

COMAR 21.11.03.09 C (5). If the bidder fails to accurately complete and submit this affidavit as required, the bid shall be deemed not responsive.

26. FIDELITY BOND

Contractor's employees **must** be bonded by a company approved by the Maryland Insurance Commissioner to issue such bonds in Maryland. The bond or bonds shall protect the State against loss by theft of money or other property from the premises to which the state or others may sustain as a result of any fraudulent or dishonest act of contractor's employee, acting alone or in collusion with others, during the term of this contract. Said bond or bonds shall have a limit at least \$2,500 per occurrence, per employee. Contractor **must** deliver said bond or bonds to the State not later than ten days of notice of award.

CONTRACTOR'S INSURANCE

- a. The contractor must furnish and keep in effect during the term of this contract the following:
 - 1. General liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, including but not limited to Personal Injury liability coverage. This insurance must cover the risks of false arrest, false imprisonment, malicious prosecution, defamation of character, libel slander or other torturous conduct caused by any acts of the Contractor's employees while acting within the scope of duties shall be maintained in current status by the contract.
 - 2. Such Workmen's Compensation Insurance as is required by the Laws of the State of Maryland
- b. Unless the Procurement Officer otherwise agrees and before the Contractor begins work, the Contractor must submit any required certificates of insurance to the Procurement

Officer for review and approval. These certificates shall be held by the Procurement Officer for the duration of the contract. The State shall have the absolute right to terminate the contract if any insurance policy is canceled at any time for any reason and a new policy is not obtained by the Contractor and approved by the Procurement Officer. Unless the Procurement Officer otherwise agrees, the new policy must be effective as of the previous policy's date of cancellation.

27. HOURLY BILLING RATES

- 27.1 Line 001 – The hourly rate submitted for unarmed guards for the estimated **12,511** hours for non-overtime work regardless of the day of the week or hour of the day the work is to be performed.
- 27.2 This same rate shall be used when required by the State to work special hours providing additional security under the contract. The State shall not be responsible to pay overtime rates made necessary due to the Contractors failure to provide guards at non-overtime rates. Overtime which is the responsibility of the State must be approved in advance by the AACDSS Director, the Assistant Director for Administration or his/her designee.
- 27.3 It shall be the Contractors responsibility to pay any shift differential for a substitute guard if a situation develops where a higher paid guard stands watch for a lower paid guard. The hourly billings rates shall be used to calculate add items or reductions to the scope of work defined by these specifications. Any changes to the scope of work shall be approved by a change order issued by the Procurement Representative/Officer. Each hourly billing rate shall include direct wages, all indirect expenses, materials and supplies normally used, use of any equipment and the Contractor's overhead and profit.

NOTE: The hours and schedule listed will be used for evaluation purposes only. Award will be the actual hours and schedule based on fund availability.

28. BASIS OF AWARD

The Contract shall be awarded to the responsible and responsive bidder whose Bid meets the requirements and evaluation criteria set forth in the ITB and provide the lowest base bid. The State reserves the right to make adjustments to the estimated hours and schedule prior to award, based on fund availability.

29. BASE BID

The Base Bid shall be the total for the three (3) year price for providing unarmed uniformed guard services as described in these detailed specifications and calculated as follows:

$$\begin{array}{rclcl}
 \$ \underline{\hspace{2cm}} & \times & 12,511 & = & \$ \underline{\hspace{2cm}} \\
 \text{Hourly Billing} & & \text{Estimated Hours} & & \text{BASE BID} \\
 \text{Rate for Guard} & & \text{for three (3) years} & &
 \end{array}$$

NOTE: If the bidder fails to bid on all lines in eMarylandMarketplace, the Procurement Representative/Officer shall deem the bid non-responsive. The estimated hours listed are for evaluation purposes only and may be revised based on fund availability.

TO BE SUBMITTED WITH THE BID

The following documents are required to be submitted online with the bid response, for the bid opening currently scheduled for December 5, 2012 @ 9:00am

- a. Your **references**
- b. * Required completed Bid **Proposal Affidavit** (online attachment);
- c. A bid confirmation and a **breakdown of your bid**, to include: Guard hourly billing rate, line 001, expenses, materials and supplies, taxes overhead, profit, etc...
- d. Copy of **Guard License**

BID PROPOSAL AFFIDAVIT

The bid/proposal affidavit may be submitted with the bid electronically or mailed or hand carried to the attention to the Procurement Officer (Tolu Olojo, 301 W. Preston St., Rm. M-4, Baltimore, MD 21201), prior to the bid opening. Failure to submit the bid/proposal affidavit with your bid or prior to the bid opening may deem your bid non-responsive.